



Performance Bond

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____
_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 204 of the General
Conditions requires a Performance Bond in an amount equal to one hundred percent (100%) of
the Contract price.

CONDITION:

The condition of this obligation is that if the Principal shall faithfully perform the Contract
according to all conditions, stipulations and specifications contained in the Contract documents,
and complete the construction free and clear of all liens and or claims of every description, and
satisfy all claims and demands incurred, and shall fully indemnify and save harmless the CITY
OF WARREN from all liability and damages of every kind which it may suffer by reason of the

Principal's performance under the Contract, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the CITY OF WARREN in accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

This Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of 1963; MCL 129.201 et. seq.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Name

Name

Principal:

Signature

Printed Name and Title

Witness:

Name

Name

Surety:

Signature

Printed Name and Title*

*Note: Attach copy of Power of Attorney



Payment Bond **for Labor, Material, and Equipment Rental**

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____

_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 204 of the General
Conditions requires a Payment Bond in an amount equal to one hundred percent (100%) of the
Contract price.

CONDITION:

The condition of this obligation is that if the Principal shall pay or cause to be paid all
subcontractors, suppliers and other persons, firms and corporations all amounts due or may
become due on account of any labor performed, material furnished, or equipment rented in
connection with the performance of the Contract and satisfy all claims and demands which may

arise from the Principal to all subcontractors, suppliers or other persons, firms or corporations, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect .

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the CITY OF WARREN in accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

This Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of 1963; MCL 129.201 et. seq.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Name

Name

Principal:

Signature

Printed Name and Title

Witness:

Name

Name

Surety:

Signature

Printed Name and Title*

*Note: Attach copy of Power of Attorney



Maintenance and Guarantee Bond

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____
_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 205 of the General
Conditions requires a Maintenance and Guarantee Bond warranting the work for a minimum
of three (3) years from the date of final payment.

CONDITION:

The condition of this obligation is that the Principal has agreed with the City of Warren that
for a period of three (3) years from the date of payment of the Final Estimate, to keep in good
order and repair any defect in the work done under the Contract either by the Principal,

subcontractors or material suppliers, that may develop during the warranty period due to improper materials, defective equipment, workmanship or arrangements; and any other work

affected in making good any imperfections shall also be made good all without the consent or approval of the Principal after the final acceptance of the work. Whenever directed to do so by the City of Warren by Notice served in writing, either personally or by mail, on the Principal at

Address of Principal

and on the Surety at: _____

Address of Surety

the Principal shall proceed at once to make such repairs as directed by the City of Warren. In the event the Principal fails to make the repairs as directed within one week from the date of service of the Notice, the City of Warren shall have the right to purchase the materials and employ the labor and equipment as may be necessary to make the repairs and charge the expense to the Principal or Surety.

If any repair is necessary to be made immediately to protect life and property, the City of Warren may take immediate steps to repair or barricade the defects without Notice to the Principal. In such case, the City of Warren shall not be held to obtain the lowest bid, but all expenses actually paid shall be charged to the Principal or Surety. The judgment of the City of Warren is final and conclusive.

The Principal for a period of three (3) years from the date of payment of the Final Estimate shall keep the work performed under the Contract in good order and repair, except parts of the work disturbed without the consent or approval of the Principal after final acceptance of the work; and shall whenever Notice is given proceed to make repairs as the Notice directs; and reimburses the City of Warren for any expense incurred by making the repairs in the event the Principal or Surety failed to do so as specified; and fully indemnifies, defends and

saves harmless the City of Warren from all suits and actions for damages of every kind brought or claimed on account of any injury or damage to person or property sustained from any of the acts or omissions or through the negligence of the Principal, servants, agents or employees in the prosecution of the work included in the Contract, and from any and all claims arising under the Worker's Compensation Act, then the above obligation shall be void, otherwise to remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the City of Warren accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Name

Name

Principal:

Signature

Printed Name and Title

Witness:

Name

Name

Surety:

Signature

Printed Name and Title*

*Note: Attach copy of Power of Attorney